

Agenda Item Form

Agenda Date: 07/20/04

Districts Affected: All

Dept. Head/Contact Information: El Paso Water Utilities, Fred Loweree, (915) 594-5501

Type of Agenda Item:

- | | | |
|--|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contracts</u> | | |

Funding Source:

- ☒ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☐ Other Source: _____

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

These are information technology contracts that need to be renewed on an annual basis.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary & Benefits

Statutory or Citizen Concerns:

N/A

Departmental Concerns:

N/A

06 1 04 9 47 AM
CITY OF EL PASO

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **THOMAS F. BROWN**, to assist the El Paso Water Utilities as a PC/LAN Specialist I at a biweekly rate of \$1,402.94 for 40 hours per week. The term of the contract shall be for the period of July 20, 2004 through July 19, 2005.

APPROVED this 20th day of July, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **THOMAS E. BROWN**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the El Paso Water Utilities, desires to employ the Employee as a PC/LAN Specialist I; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the El Paso Water Utilities, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about July 20, 2004 and be completed by July 19, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at a biweekly rate of One Thousand Four Hundred Two and 94/100 Dollars (\$1,402.94). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not

currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the El Paso Water Utilities, City and County of El Paso, State of Texas, or

such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
El Paso Water Utilities

Attn: General Manager
1154 Hawkins Boulevard
El Paso, Texas

EMPLOYEE: Thomas F. Brown

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 20th day of July, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Thomas F. Brown
SSN:

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Edmund Archuleta
EPWU General Manager

Attachment "A"

CONTRACT PC/LAN SPECIALIST I
06/08/00*Summary*

Under general supervision, provide primary client support in a networked personal computer environment with more complex technical issues referred to higher level staff.

Typical Duties

Provide primary technical support to clients in support of their daily business functions. Involves: configuring personal computers with standard office applications and installing at client locations; ensuring network connection to existing cable plants; installing and configuring new software and hardware; adding, changing or removing client accounts in accordance with security policy and setting up client e-mail accounts and distribution lists; verifying network data access requests before providing access to network resources; ensuring system resources are secure from unauthorized computer access.

Perform network resource maintenance and troubleshoot and correct system problems. Involves: manipulating print jobs in printer queues, abort or cancel jobs as needed or requested; troubleshooting printer connections as needed; assisting in managing CD-ROM towers and Optical storage devices by testing, loading and controlling access to applications or data; identifying source of hardware or software problems and taking appropriate corrective action; conferring with higher level staff in resolving complex hardware or software problems; documenting all trouble reports in help desk software.

Perform related duties as assigned. Involves: substituting, if assigned, for immediate supervisor or coworkers during temporary absences by performing specified duties and responsibilities essential to maintain continuity of operations; participating as a team member on projects.

Thomas F. Brown

~~619-414-1111~~ ~~P.O. Box~~

~~El Paso, TX 79902~~

~~(915) 542-3333~~

EMPLOYMENT

PC Networking Specialist I

El Paso Water Utilities

1154 Hawkins Blvd., El Paso TX 79925

Install and maintain personal computers on a Novell network using Windows-based workstations.

Assist the Telecommunications Coordinator in maintaining the Avaya phone system.

Troubleshoot users problems reported to the help-desk.

Systems Support Specialist III 1994-1998

Publications for Latin America

2500 George Dieter, El Paso, TX 79936

Maintain Windows NT 4.0 peer-to-peer network

Install and test category 5 UTP network and communications wiring in a brand new facility.

Recommend vendors for purchasing a small-business telephone system for a brand new facility.

Assist with type-setting and printing of Spanish-language materials.

Develop a lending-library database of available Spanish-language materials.

ADP Coordinator I 1988-1994

El Paso City-County Health & Environmental District

1148 Airway, El Paso, TX 79925

Maintain 13 Novell Ethernet networks with 155 nodes at thirteen different sights.

Maintain the AT&T System 75 phone system.

Recommend vendors for purchasing personal computers.

Perform regular preventative maintenance on personal computers.

Provide help-desk-like assistance for PC users.

Present classes to employees of the EPCCH&ED to educate them on the following software:

WordPerfect 5.1 for DOS

WordPerfect 5.2 for Windows

Lotus 1-2-3 2.01 for DOS

Quattro Pro 3.0 for Windows

Free-lance Programmer 1985-1988

Self-employed from my home

Recruit potential clients through a number of advertising and sales techniques.

Write computer programs using dBASE III Plus and BASIC to create accounting, inventory, mailing-list, and employment agency specific systems for my clients.

Computer Programmer 1979-1985

Cox, Colton, Stoner, Starr & Co., P.C.

4171 N. Mesa, Bldg. B, El Paso, TX 79902

Develop Programs for Accounting applications on a DEC mini-computer.

Maintain the DEC PDP 11/34 computer with three 27-megabyte hard disks and six terminals.

Computer Operator/Programmer 1977-1979
CLM Farms
P. O. Box 88, Dell City, TX 79837

Maintain automated general ledger.
Develop and maintain a computerized crop cost analysis system.
Summarize daily reports on crop production.
Balance monthly checking account statements.

Computer Programmer 1976-1977
CBM Systems
4150 Rio Bravo, El Paso, TX 79902

Develop computer programs for general accounting applications on Olivetti micro-computers.
Maintain computer programs that were developed prior to my employment.

Computer Operator/Student Programmer 1971-1975
NMSU Co-operative Education Program
Box 3AT, Las Cruces, NM 88003

Operate IBM 360 main-frame computer from 7/71 thru 7/73
Assist students with programming problems from 5/73 thru 12/73
Maintain existing COBOL programs on IBM main-frame computers at WSMR for two six-month periods from Jan.-July of 1974 and 1975.

EDUCATION

High School Diploma 1967-1970
Charles F. Brush High School
Lyndhurst, Ohio

I majored in math and science. I was a member of the Cross Country team my last three years and the Track team my last two years.

No Degree (88 credit hours completed) 1970-1975
New Mexico State University
Las Cruces, New Mexico

I majored in math at the beginning but switched to computer science as soon as it was added to the curriculum in 1972.

BBA in Computer Information Systems 1993-1999
The University of Texas at El Paso
El Paso, Texas

I majored in CIS with a database programming discipline.